

REMARKS

In response to the Office Action mailed September 7, 2006, Applicants respectfully request reconsideration. To further the prosecution of this application, each of the issues raised in the Office Action is addressed herein.

Claims 12, 14-15, 17-20, 23-25, 27-36, 38-62 and 74-75¹ are pending in this application. Claims 12 and 14-15, 34, 39-41 and 61-62² have been allowed. Claims 46-54, 56-60 and 74-75 are objected to as depending from a rejected base claim, but have been deemed allowable if rewritten in independent form. Claims 17-20, 23-25, 27-33, 35, 36, 38, 42-45 and 55³ stand rejected. No amendments are made herein.

I. Claim Rejections under 35 U.S.C. §102

Claims 17-20, 23-24, 25, 27-33, 35-36, 38 and 42⁴ (including independent claims 17, 18, 19, 20, 23, 24, 25, 27, 33, 35 and 42) are rejected under 35 U.S.C. §102(a) as allegedly being anticipated by U.S. Patent No. 6,616,291 ("Love"). Applicants respectfully traverse these rejections.

Initially, Applicants note that Love does not qualify as prior art under section (a) of 35 U.S.C. §102, which is erroneously referenced in the Office Action. Further, Love does not necessarily qualify as prior art under any other section (e.g., 35 U.S.C. §102(e)), and clearly does not qualify as prior art with respect to several claims, as discussed below.

¹ Applicants note that in the Office Action Summary, claim 13 is listed as pending; however, this claim was cancelled in Applicants' Response dated December 12, 2005.

² Applicants note that in the Office Action Summary, claim 13 is also listed as allowed. As explained above, this claim was cancelled in Applicants' December 12th Response.

³ Applicants note that although claim 55 is indicated as rejected on page 2 of the Office Action, no rejection is presented for this claim. Accordingly, it is not clear whether the Examiner intended to reject claim 55.

⁴ Applicants note that the listing of rejected claims on page 2 of the Office Action is incorrect.

a. Claims 20, 23-25 and 27-33

Love does not qualify as prior art to at least claims 20, 23-25 and 27-33 (including independent claims 20, 23, 24, 25, 27 and 33).

The present application claims priority to U.S. Patent Application Serial No. 08/920,156, filed August 26, 1997, which matured into U.S. Patent No. 6,016,038 (“the ‘038 patent”). At least claims 20, 23-25 and 27-30 and 32-33 are fully supported by the ‘038 patent, as summarized below, and are therefore entitled to the benefit of the August 26, 1997 filing date of the ‘038 patent.

Claim	Support in the ‘038 Patent
20	see e.g., col. 8, lines 34-59
23	”
24	”
25	see e.g., col. 5, lines 52-57; col. 7, lines 41-44
27	see e.g., col. 8, lines 34-59
28	”
29	”
30	”
32	”
33	e.g., Abstract and col. 8, lines 34-59

Further, the present application claims priority to U.S. Patent Application Serial No. 09/215,624, filed December 17, 1998, which matured into U.S. Patent No. 6,528,954 (“the ‘954 patent”). At least claim 31 is fully supported by the ‘954 patent (see e.g., col. 5, lines 46-55; col. 33, lines 50-60; and col. 37, lines 14-20 and 47-55) and is therefore entitled to the benefit of the December 17, 1998 filing date of the ‘954 patent.

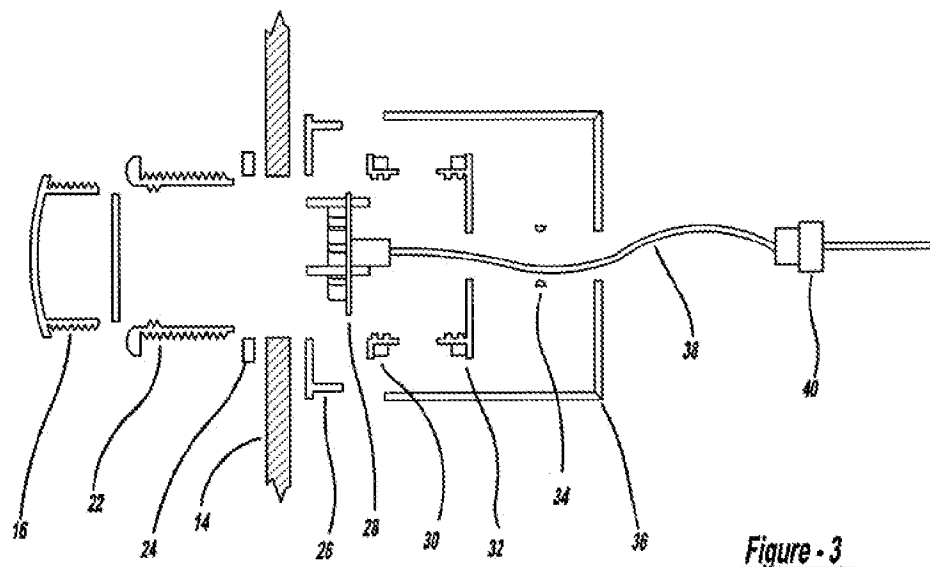
The earliest application to which Love claims priority is U.S. Provisional Patent Application No. 60/171,891, filed December 23, 1999. Thus, the earliest *potential* §102(e) date of Love is December 23, 1999, which is after the August 26, 1997 filing date of the ‘038 patent and the December 17, 1998 filing date of the ‘954 patent. Accordingly, Love does not qualify as prior art to claims 20, 23-25 and 27-33 under 35 U.S.C. §102(e).

In view of the foregoing, the rejections of claims 20, 23-25 and 27-33 as being anticipated by Love should be withdrawn.

b. Independent Claim 17

Claim 17 recites an apparatus, comprising at least one light source adapted to be supported by one of a pool and a spa to illuminate a liquid contained in the one of the pool and the spa, the at least one light source including at least one LED, and *an interface coupled to the at least one light source, the interface being adapted to engage mechanically and electrically with a conventional light socket supported by the one of the pool and the spa*, wherein the conventional light socket includes a wedge type light socket; and *the interface is adapted to engage mechanically and electrically with the wedge type light socket*.

The Office Action alleges that conduit connector 40 of Love corresponds to the “interface” recited in claim 17 (Office Action at page 2). The conduit connector 40, along with connector nut 34, secures the LED boardwiring harness 38 to the rear sealed housing 36 (Love at col. 3, lines 27-31; See also Fig. 3 of Love, reproduced below). Applicants respectfully disagree that the conduit connector 40 can correspond to the interface recited in claim 17.



First, the conduit connector 40 is not adapted to engage mechanically and electrically with a conventional light socket supported by one of a pool and a spa, as recited in claim 17. There is nothing in Love that suggests that the conduit connector 40 has any features that engage with a *conventional light socket*. For example, the conduit connector 40 is not described as insertable into a conventional socket or as having any function that would motivate a person to insert the conduit

connector 40 into a conventional light socket. Further, there is nothing in Love that suggests that the conduit connector 40 has any features that engage *electrically or mechanically* with a conventional light socket. For example, the conduit connector 40 has no exposed electrically conductive regions or other electrical mating features that would allow it to engage electrically with a conventional light socket, and no mechanical mating features that would allow it to engage mechanically with a conventional light socket.

Second, the conduit connector 40 is not adapted to engage mechanically and electrically with a *wedge type light socket*, as recited in claim 17. There is nothing in Love that suggests that the conduit connector 40 is adapted to engage with a wedge type light socket. Indeed, based on the illustration shown in Fig.3, it does not appear *possible* for the conduit connector 40 to engage with a wedge type light socket.

In view of the foregoing, Love does not teach or suggest the interface recited in claim 17. Thus, the rejection of claim 17 as being anticipated by Love should be withdrawn.

c. Independent Claim 18

Claim 18 recites an apparatus, comprising at least one light source adapted to be supported by one of a pool and a spa to illuminate a liquid contained in the one of the pool and the spa, the at least one light source including at least one LED, and ***an interface coupled to the at least one light source, the interface being adapted to engage mechanically and electrically with a conventional light socket supported by the one of the pool and the spa***, wherein the conventional light socket includes a screw type light socket; and ***the interface is adapted to engage mechanically and electrically with the screw type light socket***.

For reasons similar to those discussed in connection with claim 17, Love does not teach or suggest an interface coupled to at least one light source, the interface being adapted to engage mechanically and electrically with a conventional light socket supported by one of a pool and a spa, as recited in claim 18.

Further, Love does not teach or suggest an interface adapted to engage mechanically and electrically with a screw type light socket, as recited in claim 18. The conduit connector 40, which

the Office Action alleges corresponds to the interface recited in claim 18, does not include any features to engage with a screw type light socket (e.g., a threaded portion).

In view of the foregoing, Love does not teach or suggest the interface recited in claim 18. Thus, the rejection of claim 18 as being anticipated by Love should be withdrawn.

d. Independent Claim 19

Claim 19 recites an apparatus, comprising at least one light source adapted to be supported by one of a pool and a spa to illuminate a liquid contained in the one of the pool and the spa, the at least one light source including at least one LED, and ***an interface coupled to the at least one light source, the interface being adapted to engage mechanically and electrically with a conventional light socket supported by the one of the pool and the spa***, wherein the conventional light socket includes a multi-pin light socket; and ***the interface is adapted to engage mechanically and electrically with the multi-pin light socket***.

For reasons similar to those discussed in connection with claim 17, Love does not teach or suggest an interface coupled to at least one light source, the interface being adapted to engage mechanically and electrically with a conventional light socket supported by one of a pool and a spa, as recited in claim 19.

Further, Love does not teach or suggest an interface adapted to engage mechanically and electrically with a multi-pin light socket, as recited in claim 19. The conduit connector 40, which the Office Action alleges corresponds to the interface recited in claim 19, does not include any features to engage with a multi-pin light socket (e.g., pins).

In view of the foregoing, Love does not teach or suggest the interface recited in claim 19. Thus, the rejection of claim 19 as being anticipated by Love should be withdrawn.

e. Independent Claim 35

Claim 35 recites a light fixture for one of a pool and a spa, comprising at least one LED; and ***an interface coupled to the at least one LED, the interface being adapted to engage mechanically and electrically with a wedge type light socket supported by the one of the pool and the spa***, wherein the at least one LED includes at least two differently colored LEDs.

For reasons similar to those discussed in connection with claim 17, Love does not teach or suggest an interface coupled to at least one LED, the interface being adapted to engage mechanically and electrically with a wedge type light socket supported by one of a pool and a spa, as recited in claim 35.

In view of the foregoing, Love does not teach or suggest the interface recited in claim 35. Thus, the rejection of claim 35 as being anticipated by Love should be withdrawn.

Claims 36 and 38 depend from claim 35 and are allowable for at least the same reasons as the independent claim.

f. Independent Claim 42

Claim 42 recites a light fixture for one of a pool and a spa, comprising at least one LED; and *an interface coupled to the at least one LED, the interface being adapted to engage mechanically and electrically with a wedge type light socket supported by the one of the pool and the spa, wherein the interface includes two pins to engage at least electrically with the wedge type light socket.*

For reasons similar to those discussed in connection with claim 17, Love does not teach or suggest an interface coupled to at least one LED, the interface being adapted to engage mechanically and electrically with a wedge type light socket supported by one of a pool and a spa, as recited in claim 42.

Further, Love does not teach or suggest an interface including two pins to engage at least electrically with a wedge type light socket, as recited in claim 42. The conduit connector 40, which the Office Action appears to allege corresponds to the recited interface, does not include any pins. Indeed, the Office Action does not point to anything in Love as corresponding to the pins recited in claim 42.

In view of the foregoing, Love does not teach or suggest the interface recited in claim 42. Thus, the rejection of claim 42 as being anticipated by Love should be withdrawn.

Claims 43-46 depend from claim 42 and are allowable for at least the same reasons as the independent claim.

II. General Comments on Dependent Claims

Since each of the dependent claims depends from a base claim that is believed to be in condition for allowance, Applicants believe that it is unnecessary at this time to argue the allowability of each of the dependent claims individually. However, Applicants do not necessarily concur with the interpretation of the dependent claims as set forth in the Office Action, nor do Applicants concur that the basis for the rejection of any of the dependent claims is proper. Therefore, Applicants reserve the right to specifically address the patentability of the dependent claims in the future, if deemed necessary.

Conclusion

It is respectfully believed that all of the pending claims have been addressed. However, the absence of a reply to a specific rejection, issue or comment set forth in the Office Action does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above may not be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Furthermore, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify any concession of unpatentability of the claim prior to its amendment.

In view of the foregoing amendments and remarks, this application should now be in condition for allowance. A notice to this effect is respectfully requested. If the Examiner believes, after this amendment, that the application is not in condition for allowance, the Examiner is requested to call the Applicants' representative at the telephone number indicated below to discuss any outstanding issues relating to the allowability of the application.

If this response is not considered timely filed and if a request for an extension of time is otherwise absent, Applicants hereby request any necessary extension of time. If there is a fee occasioned by this response, including an extension fee, please charge any deficiency to Deposit Account No. 23/2825.

Dated: February 7, 2007

Respectfully submitted,

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